



REQUEST FOR PROPOSAL (RFP)

Recycling/Reclamation End of Life Electronics

RFP Number: 14-0635 **Contracting Officer:** D. Villinis
Proposal Due Date: August 27, 2014 **Pre-Proposal Conference Date:** August 20, 2014
Proposal Due Time: 3:00 p.m. **RFP Issue Date:** August 8, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

VENDOR IDENTIFICATION (complete the following information)

Company Name: _____ **Phone Number:** _____
E-mail Address: _____ **Contact Person:** _____

NO-RESPONSE REPLY (If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space below and return this page only)

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

Section 1.1: Purpose

The purpose of this solicitation is to establish contract(s) with one or more vendors for the recycling/reclamation of end of life electronics in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the proposal due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO Box 7800
Tavares, FL 32778-7800
Phone : 352.343.9839 Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Experience of firm in providing e-waste recycling/reclamation services.
2. Proposed pricing.
3. Length of time in business.
4. Proposed schedule/plan for providing services.
5. Equipment owned by firm.
6. Reports from direct and indirect references.
7. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
8. Other relevant criteria.

Section 1.4: Non-Mandatory Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on August 20, 2014 at the Lake County Solid Waste Division, 13130 County Landfill Road, Tavares, FL, 32778, to discuss the special conditions and specifications included within this solicitation. Vendors are requested to bring

this solicitation document to the conference, as additional copies will not be available.

Section 1.5: Term of Contract

The initial term of the contract is for two (2) years, commencing on October 1, 2014 and terminating September 30, 2016.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for one additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following NAICS Code: 429930. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000. ****For this solicitation, Pollution Liability insurance is required with a minimum limit of \$1,000,000 and annual aggregate of \$2,000,000.**

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion/Delivery

As specified in Section 2, Statement of Work.

Section 1.11: Acceptance of Goods or Services

As specified in Section 2, Statement of Work.

Section 1.12: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk

of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13: Completion Requirements for Request For Proposal (RFP)

One (1) original and two (2) complete copies of the proposal package shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with

the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger. No 3-ring binders shall be used.

Section 1.13.1 Proposal Submittal Requirements

The following items shall be included and submitted as your proposal:

1. RFP Document - submit this RFP document in its entirety as your proposal document— both the original and all copies. Requested information shall be completed in blue ink in the following RFP sections:
 - a. Vendor Identification. Complete the vendor identification portion of the front page of this RFP.
 - b. Certification. Complete all requested information in Section 4, including addenda acknowledgement.
 - c. Forms and Price Forms. Complete the following attachments in Section 5: 1 (References), 2 (Vendor Profile), 5-10 (Price Forms).
2. Other information to be submitted after the last page of the completed proposal document:
 - a) Items as requested in Section 2, Statement of Work, including: list of subcontractors; safety plan; market agreements; FDEP documentation; business license; notice of violations.
 - b) Clearly describe any exceptions the vendor may have with regard to any requirements stated in the RFP document or associated addendums.
 - c) Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage, per Section 1.8.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to

this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub-contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Clean-Up

The contractor shall thoroughly clean up all debris associated with the acts and efforts of the vendor during the collection process.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Labor and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such equipment shall be of a suitable type and condition for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the

County's Project Manager.

Section 1.20: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.21: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.22: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

SCOPE OF SERVICES

Lake County is requesting proposals from qualified vendors to provide all labor, transportation, fuel, incidental cost, supervision, and equipment necessary for recycling/reclamation services of end of life electronics. The contract shall be for household electronics (E-Cycling) collected at the Central Solid Waste Facility and at mobile collection events. The Central Solid Waste Facility is located at 13130 County Landfill Road, Tavares, Florida 32778.

Lake County Central Solid Waste Division collects end-of-life electronics from Lake County residents and other landfill customers. The elimination of this waste stream at the County's landfills is the focus of this RFP; however, certain electronic parts are valuable for their content of precious metal or may be reused by other consumers. Vendors are requested to provide pricing on complete, unaltered electronic pieces and on electronic pieces that have been broken down into their component parts (de-manufactured).

Award will be made based on the combined overall total of the highest proposed amount to be paid to the County for electronic units listed on Price Form 1 and Price Form 4. Vendors must submit pricing for all items on Price Form 1 and Price Form 4 for the proposal to be considered responsive. A fair and reasonable price should be submitted for all items that are part of the basis of award; failure to abide by this requirement may cause the proposal to be declared non-responsive. Lake County shall be the sole judge of what is fair and reasonable. The County reserves the right to reject any or all proposals and/or waive any minor irregularities in the proposals received, if deemed to be in the best interest of the County.

****PLEASE REVIEW THE FOLLOWING INFORMATION CAREFULLY AS THERE ARE SOME ITEMS LISTED THAT ARE TO BE SUBMITTED WITH THE PROPOSAL.****

GENERAL REQUIREMENTS:

1. **Subcontractors:** Portions of the work required under this bid may be performed by subcontractors. The vendor shall submit a list of all subcontractors the vendor shall use during the term of the contract. This list shall include the name of the firm, address, telephone number, fax number, name of any officer, or agent, and the type of work or service the subcontractor shall perform under this bid. Should the awarded vendor require subcontractors to perform any work during the course of the work assigned under this bid, the awarded vendor must provide a list of subcontractors to the County for approval. The awarded vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the awarded vendor. Any work performed by the awarded vendor or sub-contracted out must meet all regulated deadlines.

It is the sole responsibility of the awarded vendor that, should subcontractor(s) be utilized by the vendor for any portion of the work, these subcontractors shall meet

or exceed the same requirements as the awarded vendor.

2. **Pricing:** All prices submitted in bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with Section 1.6 of Special Terms and Conditions.
3. **Experience/References:** The vendor shall show that they have been continuously engaged in the business of collecting, transporting and properly recycling/disposing of Cathode Ray Tubes (CRT), televisions, CPUs and similar electronic scrap (not including fluorescent tubes and Mercury Containing Devices) for a period of not less than three (3) years. The vendor should submit at least three (3) references, other than Lake County, to whom they have provided similar services in the past three (3) years. See Attachments Section for forms.
4. **Notification and Reporting Requirements:**

The County shall receive copies of EPA notifications for all out of country shipments of CRTs.

 - a. For CRTs destined for reuse: In addition to the currently required one time notification for exports covering a twelve (12) month period, vendors shall report:
 1. How often exports are shipped (frequency of shipments)
 2. Estimated total quantity to be exported
 3. All points of entry to and departure from transit countries
 4. Description of the mode of transport (sea, land, etc.)
 5. Name and address of the ultimate destination facility
 6. A description of the manner in which the CRTs will be reused
 - b. For CRTs destined for recycling: In addition to the currently required detailed notification to EPA and receiving country consent of exports for each individual shipment, annual reporting of:
 1. Total quantity of shipments in kilograms
 2. Frequency of shipments
 3. Ultimate destination facilities where the CRTs were recycled
5. **Safety:** The vendor shall submit a Comprehensive Safety Plan for use by the vendor and its subcontractor(s). The Comprehensive Safety Plan shall include a Spill (Breakage) Contingency Plan for preventing, controlling and containing any breakage at the County's facilities.
6. **Disposal:** The vendor shall submit a Waste Disposal Site List that will include all sites the vendor shall use for the recycling of electronic scrap (i.e., end markets); and all sites the vendor shall use for the disposal of any hazardous portions of the County's scrap. This list shall include the name, address, telephone number, fax number and recycling or disposal method(s) of each site; and shall detail the type of waste(s) the vendor shall dispose of at each site. If the Waste Disposal Site is an incinerator, the awarded vendor should furnish the Disposal Site's "Ash Management Plan" as a

requirement of this Invitation for Bid.

Additional or alternative disposal sites may be utilized by the awarded vendor for services within the scope of this RFP with written authorization from the County.

7. **Market Agreements:** Proof of market agreements should be provided with the submittal. Such documentation may be in the form of letters of agreement/contracts on subcontractor letterhead or copies of agreements indicating scope of agreement, dates and signatures.
8. **FDEP Requirement:** The awarded vendor shall provide documentation from the Florida Department of Environmental Protection (FDEP) that the proposer has (1) provided the notification to the State of Florida pursuant to 40 CFR 273.32 as adopted by Florida as Rule 62-730.185, F.A.C., AS IT PERTAINS TO BEING A HANDLER OF Universal Waste Batteries, and (2) registered as a handler of universal waste mercury-containing devices pursuant to Rule 62-737.400(3), F.A.C.. Any hazardous portions of the County's waste that are not recycled or beneficially reused shall be delivered only to a fully-permitted Part B Resource Conservation and Recovery Act (RCRA) facility which maintains a permit from the Environmental Protection Agency (EPA) or from an authorized state, and is designated as a Treatment, Storage and Disposal Facility as defined in 40 CFR 264. As part of this bid, Lake County reserves the right to stipulate the method of disposal used for these wastes and/or give preference to use of recycling technology above disposal of the electronics waste.
9. **Business License:** Vendors must possess a Lake County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Lake County Board of County Commissioners. A copy of such license must be submitted with the proposal.
10. **Storage Containers and Materials:** The vendor shall provide delivery and pick up service for their roll-off boxes at the Central Solid Waste Facility, Monday-Friday 7:30 AM to 5:00 PM, excluding holidays. All wastes collected at the Central Solid Waste Facility will be stored in enclosed roll-off containers (or enclosed van trailers) for pick up by the awarded vendor and/or stretch-wrapped onto pallets or in Gaylord boxes on pallets, according to mutual agreement between the awarded vendor and the County, and stipulations of DOT regulations. Service shall be received at the landfill facility specified by the County representative within seventy-two (72) hours of initial request. The awarded vendor is responsible for the segregating and itemizing of electronics placed in roll-off containers (van trailers) which must be performed at their own facility. The awarded vendor shall return empty roll-offs (van trailer) to the Central Solid Waste Facility prior to picking up any additional containers.

The awarded vendor will provide all packing materials such as pallets, shrink wrap, Gaylord boxes, etc., necessary for the County to properly pack material for shipment or provide containers that will accommodate the volume of collected

electronics that is not palletized or wrapped.

The vendor(s) is required to submit a list of any components, commodities or parts of the collected waste upon the County's request.

11. **Pricing:** Vendors shall propose the highest dollar amount to be paid to the County for each electronic unit listed on the line item – OR - the lowest amount the County shall pay for each electronic unit listed on the line item. Vendor shall indicate a "+" before the dollar amount for payment to the County; a "-" before the dollar amount for the amount the County would pay the vendor.

There are six (6) Price Forms to complete in this RFP:

- a) Attachment (A) Disposal of Whole (Unaltered) Electronics (Reclaimed)
- b) Disposal of Whole (Unaltered Electronics (Hazardous Waste Landfill)
- c) Recycling of De-manufactured Electronics (Hazardous Waste Landfill)
- d) Recycling of De-manufactured Electronics (Reclaim)
- e) Reuse of Whole (Unaltered) Electronics (Reuse)
- f) Associated Miscellaneous Metals, Transportation, and Mobile Collection Events

Miscellaneous home electronics, as grouped on Attachment 3, 'Electronics Recovered 2013', shall include all miscellaneous items that are not otherwise categorized. These miscellaneous items can be found on Attachment 4, 'Estimated Weight Quantities from 2013'.

Vendors must enter "N/A" on Price Forms 2, 3, 5, and 6 under "Price Per Unit/ Pound" for any item for which a price is not being submitted. "N/A" will not be accepted on Price Form 1 and 4 as pricing for all items must be provided in order to be considered as responsive.

If your company is unable or unwilling to offer Reuse of Electronics as an option, place a 'UA/UW' in "Price Per Unit/ Pound". Vendors that claim to reuse but are unable or unwilling to reuse may be deemed non-responsive.

12. **Violations:** The awarded vendor shall submit a list of all Notices of Violation the vendor and each subcontractor has received in the United States for the last three (3) years.

The awarded vendor shall notify the County within forty-eight (48) hours of receipt of any notice of a legal or regulatory action or any Notice of Violation taken against the awarded vendor or subcontractors utilized within the scope of this RFP.

13. **Training:** All personnel involved in the handling, transportation, treatment and disposal of materials within the scope of this RFP shall have all training required by federal, state and local rules and regulations. Proof of HazCom certification and/or training shall be required from awarded vendor.

14. **Permits/Licenses:** Damages, penalties and/or fines imposed on or incurred by the County or the awarded vendor for failure to obtain and keep current any required licenses or permits, or for failure to comply with any rule, regulation or special condition, applicable to this RFP or directly or indirectly relating to, or resulting from, the handling, identification, transportation or disposal of materials handled by or managed by the awarded vendor shall be the responsibility of the awarded vendor.
15. **Shipments:** For each shipment, the County will supply a specific description of items seven (7) to ten (10) days prior to shipping. It shall be the awarded vendor's responsibility to review the description before shipping to ensure that the materials are listed and packed correctly. Additionally, the awarded vendor shall provide a staff member that is available by phone and fax. This staff member shall have experience and knowledge of the awarded vendor's company policies and Title 49 of the Code of Federal Regulations as it applies to shipping end-of-life electronics. This staff person should have the authority to answer questions that may arise during this process.

The awarded vendor shall follow all applicable United States Department of Transportation (DOT) regulations listed in 49 CFR, including Part 392 (Driving Commercial Vehicles), Part 393 (Parts and Accessories for Safe Operation) and Part 396 (Inspection, Repair and Maintenance).

The awarded vendor shall document all waste shipped by completing a Bill of Lading or similar shipping document that will be signed by both a representative of the County and the awarded vendor. Information such as "Type of Electronic Product" and "Unit Price" should be typed on the documents prior to accepting electronics. The number of units and the total price may be completed after loading the electronics.

All shipping documents and invoices shall list each "Type of Electronic Product", "Number of Units", "Unit Price" and an extended price for the specified electronic product on its own line item. The "Total Price" will be the sum total of all extended prices listed on the document. It shall be conspicuously labeled and placed under the column of extended prices. The awarded vendor shall submit invoices with line items in the same order as the price forms.

Transportation costs shall be labeled and separated into individual line items. These line items are listed on Price Form 6, Associated Miscellaneous Metals, Transportation, & Mobile Collection Events.

All shipping documents and invoices shall include the County contact name, phone number, fax number, purchase order number (with issue date), specific location where equipment is consolidated, and pick up/delivery date and time.

When picking up a shipment, the awarded vendor shall allow a 45-minute pickup and processing time for each work order. In cases where this time is exceeded,

additional time (not to exceed 1.5 hours per work order unless agreed to in writing by both parties) may be billed to the County at the rate submitted on Price Form 6, Associated Miscellaneous Metals, Transportation, & Mobile Collection Events.

16. **Disposal/Recycling Documentation:** The awarded vendor shall provide the County with documentation of recycling/disposing actions for all materials within 90 days of receipt of materials. This documentation should be submitted to the County as a complete inventory list of material picked up and a certificate of recycling.
17. **Reports:** The awarded vendor shall furnish to the Lake County Central Solid Waste Facility a detailed "Summary of Sales" by item description shown on the applicable price forms at the end of each quarter. The sales summary shall include the total number of each "Type of Electronic Product" and the total dollars of each type.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Vendors shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

RFP TITLE: Recycling/Reclamation End of Life Electronics**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The vendor must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

PRICING PROPOSAL

Lake County Central Solid Waste Division collects end-of-life electronics from Lake County residents and other landfill customers. The elimination of this waste stream at the County's landfills is the focus of this proposal; however, certain electronic parts are valuable for their content of precious metal or may be reused by other consumers. Vendors are requested to provide pricing on complete, unaltered electronic pieces and on electronic pieces that have been broken down into their component parts (de-manufactured).

Attachment 3 is a compilation of the electronics collected at the Central Solid Waste Facility. This table lists the general types and volumes of electronics collected in a twelve-month period. The County is unable to guarantee the volume of wastes that will be offered for reclamation in the future.

Attachment 4 is an itemized list of the electronics and their net weight totals collected at the Central Solid Waste Facility.

All pricing for this RFP should be submitted on the price forms included in Section 5, Attachments, beginning on page 29.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior

understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____ Date: _____
Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- | | |
|---|---|
| <input type="checkbox"/> Sole vendor | <input type="checkbox"/> Pre-qualified pool vendor based on price |
| <input type="checkbox"/> Pre-qualified pool vendor (spot bid) | <input type="checkbox"/> Primary vendor for items: _____ |
| <input type="checkbox"/> Secondary vendor for items: _____ | <input type="checkbox"/> Other status: _____ |

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References (to be completed by vendor)

Attachment 2: Vendor Profile Form (to be completed by vendor)

Attachment 3: Electronics Recovered 2013

Attachment 4: Estimated Weight Quantities from 2013

Attachments 5-10: Pricing Forms (to be completed by vendor)

ATTACHMENT 1 - REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT 2 - VENDOR PROFILE FORM

1. Firm Name & Address:	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
	1f. Address of office to perform work, if different from Item 1
1a. FEIN # _____	
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	

ATTACHMENT 3
ELECTRONICS RECOVERED 2013

TYPE OF ELECTRONICS	SIZE	NUMBER OF UNITS COLLECTED
PCs/CPUs	All	3384
Laptops	All	408
Servers	All	36
CRT Monitors	All	1524
LCD Monitors	All	1860
CRT Televisions	All	7956
Wood Television	All	348
Projection Television	All	564
Fax Machines/ Scanners/Copiers	All	3696
LCD Television	All	564
Misc.	All	2446

ATTACHMENT 4
DISPOSAL OF WHOLE (UNALTERED) ELECTRONICS
ESTIMATED WEIGHT QUANTITIES FROM 2013

TYPE OF ELECTRONICS PRODUCT	SIZE	# UNITS / WEIGHT COLLECTED
PCs/CPUs	All	3384 / 15720
Laptops	All	408 / 864
Servers	All	36 / 1296
CRT Monitors	All	1524 / 14088
LCD Monitors	All	1860 / 3888
CRT Televisions	All	7956 / 127584
Wood Television	All	348 / 12288
Projection Television	All	564 / 21936
Fax Machines/ Scanners/Copiers	All	3696 / 27900
LCD Television	All	564 / 7596
Misc.	All	2446 / 9780

ATTACHMENT 5 – PRICE FORM 1
DISPOSAL OF WHOLE (UNALTERED) ELECTRONICS

Type of Electronic Product	Size	Method of Processing	Estimated Quantity	PRICE Per Unit
PCs/CPU's	All	Reclaim*	3384	\$
Laptops	All	Reclaim*	408	\$
Servers	All	Reclaim*	36	\$
CRT Monitors	All	Reclaim*	1524	\$
LCD Monitors	All	Reclaim*	1860	\$
CRT Televisions	All	Reclaim*	7956	\$
Wood Television	All	Reclaim*	348	\$
Projection Television	All	Reclaim*	564	\$
Fax Machines/ Scanners/Copiers	All	Reclaim*	3696	\$
LCD Television	All	Reclaim*	564	\$
Misc.	All	Reclaim*	2446	\$

Instructions:

Overall Total of Prices Per Unit: This total will be combined with the overall total of Price Form Number 4 to determine the basis of award, the overall highest bid amount to be paid to the County. This total will be used to determine the award of bid only.

\$ _____

*Reclaim means to beneficially recycle.

Vendor Name: _____

ATTACHMENT 6 – PRICE FORM 2
DISPOSAL OF WHOLE (UNALTERED) ELECTRONICS
ESTIMATED WEIGHT QUANTITIES FROM 2013

Type of Electronic Product	Size	Method of Processing	Estimated Quantity	PRICE Per Unit
PCs/CPU's	All	Hazardous Waste Landfill*	3384	\$
Laptops	All	Hazardous Waste Landfill*	408	\$
Servers	All	Hazardous Waste Landfill*	36	\$
CRT Monitors	All	Hazardous Waste Landfill*	1524	\$
LCD Monitors	All	Hazardous Waste Landfill*	1860	\$
CRT Televisions	All	Hazardous Waste Landfill*	7956	\$
Wood Television	All	Hazardous Waste Landfill*	348	\$
Projection Television	All	Hazardous Waste Landfill*	564	\$
Fax Machines/Scanners/Copiers	All	Hazardous Waste Landfill*	3696	\$
LCD Television	All	Hazardous Waste Landfill*	564	\$
Misc.	All	Hazardous Waste Landfill*	2446	\$

Instructions:

*If "METHOD OF PROCESSING" is anything besides "HAZARDOUS WASTE LANDFILL", bidder must declare the process. Consult the "SPECIAL CONDITIONS" of this Bid package for important directives on the disposal of hazardous portions of the County's waste.

Method of Processing: _____

Indicate price per pound on combined total items. Indicate price per unit on individual items.

"+" is equivalent to **paid to County**
 "-" is equivalent to **County shall pay**

Vendor Name: _____

ATTACHMENT 7 – PRICE FORM 3
RECYCLING OF DE-MANUFACTURED* ELECTRONICS

Type of Electronic Product	Size	Method of Processing	Estimated Quantity	PRICE Per Unit
PCs/CPU's	All	Hazardous Waste Landfill*	3384	\$
Laptops	All	Hazardous Waste Landfill*	408	\$
Servers	All	Hazardous Waste Landfill*	36	\$
CRT Monitors	All	Hazardous Waste Landfill*	1524	\$
LCD Monitors	All	Hazardous Waste Landfill*	1860	\$
CRT Televisions	All	Hazardous Waste Landfill*	7956	\$
Wood Television	All	Hazardous Waste Landfill*	348	\$
Projection Television	All	Hazardous Waste Landfill*	564	\$
Fax Machines/ Scanners/Copiers	All	Hazardous Waste Landfill*	3696	\$
LCD Television	All	Hazardous Waste Landfill*	564	\$
Misc.	All	Hazardous Waste Landfill*	2446	\$

Instructions:

*DE-MANUFACTURED means to be broken into component parts by Lake County and offered for processing to the bidder.

**If "METHOD OF PROCESSING" is anything besides "HAZARDOUS WASTE LANDFILL", bidder must declare the process. Consult the "SPECIAL CONDITIONS" of this Bid package for important directives on the disposal of hazardous portions of the County's waste.

Method of Processing: _____

Indicate price per-unit on individual items. Indicate price per-pound on combined total items.

"+" is equivalent to **paid to County**

"-" is equivalent to **County shall pay**

Vendor Name: _____

ATTACHMENT 8 – PRICE FORM 4
RECYCLING OF DE-MANUFACTURED* ELECTRONICS

Type of Electronic Product	Size	Method of Processing	Estimated Pounds	PRICE PER POUND
Wire	All	Reclaim**		\$
Low Grade Boards	All	Reclaim**		\$
High Grade Boards	All	Reclaim**		\$
Yokes	All	Reclaim**		\$
Plastic Housings	All	Reclaim**		\$
TV Guns	All	Reclaim**		\$
Printer	All	Reclaim**		\$
VCR/DVD Player	All	Reclaim**		\$
Stereo	All	Reclaim**		\$
Fax Machine	All	Reclaim**		\$
Laptop Computer	All	Reclaim**		\$
Loose Drives	All	Reclaim**		\$

Instructions:

Overall Total of Prices Per Unit: This total will be combined with the overall total of Price Form Number 1 to determine the basis of award, the overall highest bid amount to be paid to the County. This total will be used to determine the award of bid only.

\$ _____

*DE-MANUFACTURED means to be broken into component parts by Lake County and offered for processing to the bidder.

**Reclaim means to beneficially recycle.

Indicate price per-pound on component items.

"+" is equivalent to **paid to County**

"-" is equivalent to **County shall pay**

Vendor Name: _____

ATTACHMENT 9 – PRICE FORM 5
REUSE OF WHOLE (UNALTERED) ELECTRONICS

Type of Electronic Product	Size	Method of Processing	Estimated Quantity	<i>PRICE Per Unit</i>
Computer Monitor	A1	Reuse*		\$
Television	≤ 19 inches	Reuse*		\$
Television	> 19 inches	Reuse*		\$
Central Processing Unit	A1	Reuse*		\$
Projection Television	A1	Reuse*		\$
Printer	A1	Reuse*		\$
VCR/DVD Player	A1	Reuse*		\$
Stereo/Misc. Home Electronics	A1	Reuse*		\$
Fax Machines/ Scanners/Copiers	A1	Reuse*		\$
Laptop Computer	A1	Reuse*		\$

Instructions:

*Reuse means to utilize the electronic unit for its intended purpose.

Indicate price per-unit on individual items. Indicate price per-pound on combined total items.

"+" is equivalent to **paid to County**

"-" is equivalent to **County shall pay**

Vendor Name: _____

ATTACHMENT 10 – PRICE FORM 6

Associated Miscellaneous Metal

Item Description	<u>2013</u> Estimated Net Weight In Pounds	Percent of Published Price Paid to County
#2 Copper	2400	\$ _____
Clean Aluminum		\$ _____
Yellow Brass		\$ _____

Transportation and Additional Time

Billing Rate per Roll-Off	\$ _____
Billing Rate per Roll-Off Return	\$ _____
Billing Rate per Service Call	\$ _____
Other Shipment Method	_____
Billing Rate per 30-Minute Period for Additional Pick-Up Time	\$ _____

Mobile Collection Events

Billing Rate per Hour, per Employee for Staffing Mobile Collection Events	\$ _____
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Vendor Name: _____